DECLARATION OF RESTRICTIVE COVENANTS
CEDAR MOUNTAIN RANCHETTS

The undersigned, being all of the owners of the following described real property, situate in the County of Park, State of Wyoming, to-wit:

> A tract of land within the East Half of the Southwest Quarter (E½SW¼) and the West Half of the Southeast Quarter (W½SE¼), Section 19, Township 52 North, Range 102 West, 6th P.M., Park County, Wyoming, according to the original Government Survey, and now included within Lot 56, according to the Government Resurvey, which tract is described as follows:
>
> Beginning at the SW corner of said E½SW¼, Section 19; thence North 00° 15' East along the West line of the E½SW¼, Section 19 for 2639.53 feet, more or less, to the Northwest corner of the E½SW¼ of Section 19; thence North 89°58' East along the north line of said E½SW¼ and W½SE¼, Section 19 for 1377.18 feet; thence South 00°06' East for 2640.38 feet, more or less, to the south line of the W½SE¼, Section 19; thence North 89° 56' West along the South line of the W½SE¼ and E½SW¼, Section 19 for 1390.74 feet, more or less, to the point of beginning, containing 83.88 acres,

said real property being the real property now duly platted as "Cedar Mountain Ranchetts", the plat thereof having been heretofore filed in the offices of the County Clark & Ex-Officio Register of Deeds for Park County, Wyoming, in Plat Book D at page 49. The undersigned do hereby make the following declarations as to limitations, restrictions and uses to which the lots included in the subdivision may be put; and do hereby specify that said Declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding upon the undersigned and all persons claiming under them, for the benefit of, and limitation on, all future owners of lots. All references herein to blocks and lots

designated on the plat of the subdivision.

Sec. 1 - All lots in the subdivision shall be known and described as residential lots, said lots being more particularly described as Lots 1 through 6 of Block 1 and Lots 1 through 9 of Block 2 of said subdivision. All of these lots shall be used for a single family residence and appropriate outbuildings allowable under these Restrictive Covenants.

Sec. 2 - No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

Sec. 3 - No residence shall be constructed upon the premises having less than 1,200 square feet of floor space. All buildings shall be modern and shall utilize septic tanks until sewer is available. All outbuildings are to be compatible with the type of construction of the residence of the lot.

Sec. 4 - No residential structure shall be erected or placed on any building lots, which have been subdivided into a unit smaller than those laid out in the original plat, with the exception of Lot 6, Block 1, which shall be divided into two equal tracts described as the E½ of Lot 6 and W½ of Lot 6, Block 1.

Sec. 5 - No dwelling or outbuilding shall be placed, erected or permitted to exist on any lot closer than 25 feet to the front lot line.

Sec. 6 - No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood. No person shall park or leave standing upon any property, or street abutting thereon, any motor vehicle which shall not have current registration or -

license plates, or which shall be in a state of disrepair or being used to supply substitute or junk parts for other vehicles.

Sec. 7 - No livestock, except horses, sheep, cows and fowl used for domestic purposes may be kept upon the premises, and those kept shall be so cared for that they shall not constitute a nuisance. Fowl must be fenced or caged in regular runs and not allowed at large. All cages, enclosures, or pens for said livestock or fowl are to be kept up and painted and the premises kept clear to eliminate all unpleasant odors.

Sec. 8 - No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tank tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

Sec. 9 - All construction shall be new and no old or used building may be moved from another location onto any lot in this subdivision.

Sec. 10 - All owners shall cooperate in the proper division of irrigation water and the maintanance and clearing of ditches and all necessary easements are reserved against and in favor of each lot or tract so that all lots and tracts may receive water.

Sec. 11 - The covenants and conditions hereof may be amended, modified or repealed at any time by the written consent of the then record owners of 51% or more of the lots.

Sec. 12 - Covenants, conditions and restrictions contained herein shall be in affect for a period of thirty-five years from

and after the date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then record owners of lots has been recorded, amending, modifying or rescinding said covenants, conditions or restrictions in whole or in part.

Sec. 13 - Any violation of the covenants, conditions and restrictions contained herein may be enjoined in a court of law or equity by the undersigned or by an owner of record of one or more lots in the subdivision, and any person violating said covenants, conditions and restrictions shall be liable for damages to the remaining owners of lots in the subdivision.

Sec. 14 - Invalidation of any one or more of the covenants, conditions or restrictions herein by court judgment or order shall not effect in any manner the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed this 12th day of May, 1967.

Irvin R. Gerber
Irvin R. Gerber

Wilma J. Gerber
Wilma J. Gerber

STATE OF WYOMING }
} SS
COUNTY OF PARK }

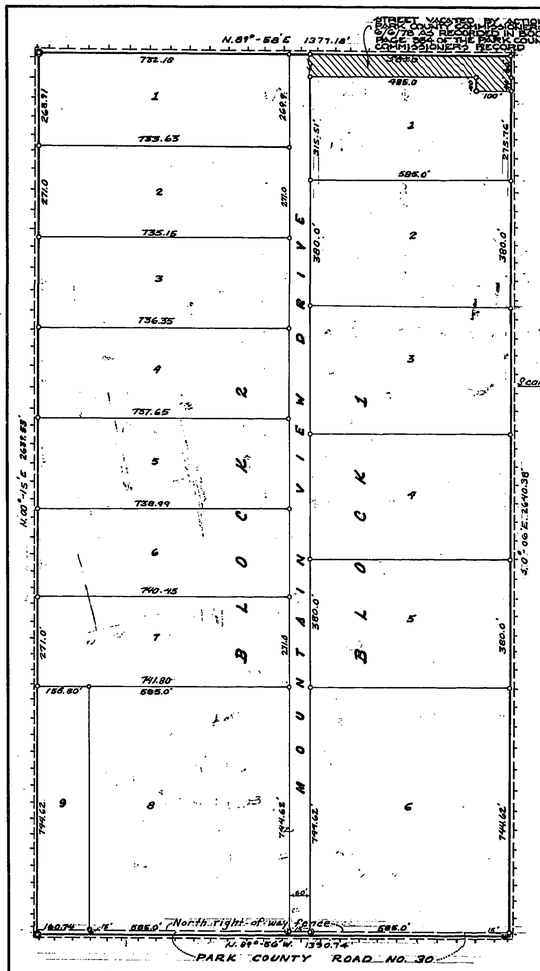
The foregoing instrument was acknowledged by Irvin R. Gerber and Wilma J. Gerber, husband and wife, before me this 12th day of May, 1967.

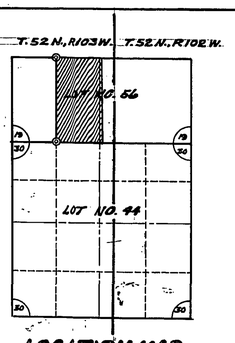
WITNESS my hand and official seal.

Patricia L. Baird
Notary Public

My commission expires:
November 27, 1968

Recorded May 12, 1967 at 12:45 P.M.
In Book 317 Page 524 Park County, Wyo.
No. 123109 Eva E. Larson, County Clerk





LOCATION MAP

Scale: 1" = 2000'

Scale: 1" = 200'-0"

CERTIFICATE OF DEDICATION

STATE OF WYOMING
COUNTY OF PARK } ss.

We the undersigned do hereby certify that we are the owners and proprietors of a tract of land within the E½SW¼ and the W½SE¼ Section 19, T. 52 N. R. 102 W. Park County, Wyoming, according to the Original Government Survey, and now included within Lot 56 according to the Government Resurvey which tract is described as follows:

Beginning at the southwest corner of said E½SW¼ Section 19, thence N.00°-15'E along the West line of the E½SW¼ Section 19 for 2637.83 feet more or less to the northwest corner of the E½SW¼ Section 19; thence N.89°58'E. along the north line of said E½SW¼ and W½SE¼ Section 19 for 1377.18' feet; thence S.00°-06'E for 2640.38 feet more or less to the south line of the W½SE¼ Section 19, thence N.89°-56'W. along the south line of the W½SE¼ and E½SW¼ Section 19 for 1390.74 feet more or less to the point of beginning; containing 83.88 acres;

That we have caused said described tract of land to be surveyed and plotted as shown hereon; that the above described and foregoing subdivision as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors and shall be known as the Cedar Mountain Ranchetts; and that we hereby dedicate and set apart the streets shown hereon to the use of the general public forever. We hereby release and relinquish all rights of homestead.

In witness whereof we have hereunto set our hands this 6 day of September, 1966.

Irvin R. Gerber
Irvin R. Gerber

Wilma J. Gerber
Wilma J. Gerber

The foregoing instrument was acknowledged before me this 6 day of September 1966, witness my hand and official seal.

Shirley R. Hedderman
Notary Public

My commission expires 6/19/69

LEGEND

Lot corners marked by ½"x18" galvanized iron pipe shown thus ——o
Existing corners found in place during subdivision survey shown thus ——o
Subdivision boundary line shown thus ——
Original survey section numbers shown thus ——

CERTIFICATE OF SURVEYOR

I, Donald J. Livingston of Cody, Wyoming hereby certify that between May 19 and June 10, 1965, and between July 6 and July 15, 1966, the Cedar Mountain Ranchetts was surveyed under my direction; that the subdivision is correctly described in the Certificate of Dedication; that the same is correctly shown on this plat which is drawn to the scale indicated. Dimensions are given in feet and in decimals and any deficiency existing is distributed uniformally in proportion to the plat dimensions. Each lot bears its own number and lot corners are marked as shown hereon.

Donald J. Livingston
Donald J. Livingston

Wyoming Registration No. 647

APPROVALS

Approved this 7 day of SEPT 1966 by the Commissioners of Park County, Wyoming, subject to the provisions of Section 5 of the Park County Policy on the approval of subdivision and Townsite Plats as adopted August 7, 1962.

By Frank D. McClellan
Chairman

Attest: Eva E. Larson
County Clerk

PLAT SHOWING

CEDAR MOUNTAIN RANCHETTS

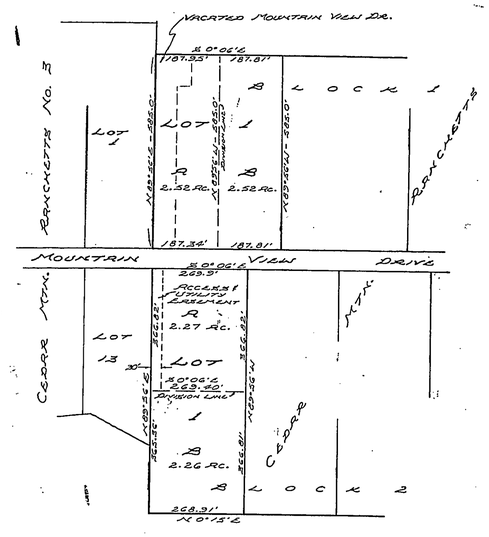
LOT 56 T.52 N.R.102 W.

Park County, Wyoming

PREPARED BY

John S. Bereman & Co. Cody Wyoming
Engineering Consultants

BOOK 128 PAGE 342



NOTE: NO FIELD SURVEY WAS MADE.

SCALE: 1" = 200'

EXHIBIT "A"

IRVIN R. GERBER
CODY, WYOMING

PLAT SHOWING:

DIVISION OF LOT 1, BLOCK 1 &
LOT 1, BLOCK 2 OF
CEDAR MOUNTAIN RANCHETTE
PARK COUNTY, WYOMING

CODY, WYOMING

DWG No. 84-62